

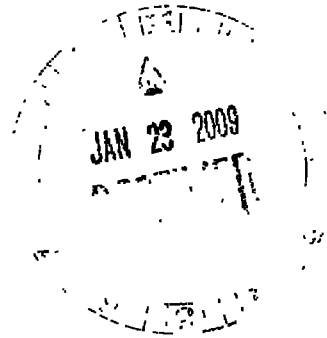
JAN 23 '09

2-36 PM

FIRST UNION RAIL

One O'Hare Centre
6250 River Road, Suite 5000
Rosemont, IL 60018

SURFACE TRANSPORTATION BOARD

VIA UPS 2nd DAY AIR

January 15, 2009

Ms. Anne K. Quinlan
Surface Transportation Board
395 F Street, S.W., Suite 100
Washington, DC 20024
Attn: Recordation of Railroad Equipment

Re: Termination Agreement

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are four (4) originals of a Termination Agreement dated January 5, 2009, a secondary document as defined in the Board's Rules for the Recordation of Documents. The enclosed document relates to the Assignment Agreement which was duly filed on January 11, 2001 at 3:04 PM with the Surface Transportation Board under Recordation Number 15550-F. The names and addresses of the parties to the enclosed document are:

Assignor: Wachovia Financial Services, Inc.
c/o First Union Rail Corporation
One O'Hare Centre
6250 River Rd., Suite 5000
Rosemont, IL 60018

Assignee: Bank Hapoalim B.M.
1177 Avenue of the Americas
New York, NY 10036

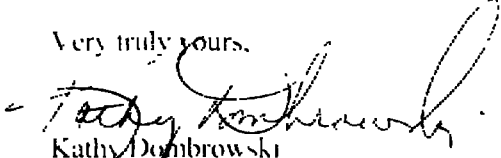
The enclosed document relates to four hundred forty nine (449) gondola railcars, with CSX marks.

A short summary of the document to appear in the index follows: Termination Agreement

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee. Kindly return stamped originals of the enclosed document to the undersigned.

If you have any questions regarding the above-referenced matter, please contact me at (847) 384-5368. Thank you for your cooperation in this matter.

Very truly yours,


Kathy Dombrowski
Director of Documentation

Enclosures

CSX 15550

JAN 23 '09

2-36 PM

TERMINATION AGREEMENT

SURFACE TRANSPORTATION BOARD

5/11 This TERMINATION AGREEMENT (this "Termination Agreement") is made and entered into as of the 5/11 day of January, 2009, by and among WACHOVIA FINANCIAL SERVICES, INC. (as assignee to Banc of America Leasing & Capital, LLC, successor in interest to Citicorp North America, Inc.), a North Carolina corporation, (the "Assignor") and BANK HAPOLIM B.M., an Israeli banking corporation, (the "Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Assignment Agreement (the "Agreement") dated December 26, 2000, as filed with the Surface Transportation Board on January 11, 2001 at 3:02 p.m., under Recordation No. 15550-F, covering the Assigned Rentals (as defined in the Agreement) related to 449 railroad cars leased to CSX Transportation, Inc. under Equipment Lease Agreement dated as of February 1, 1988 (as amended, modified, supplemented and extended, the "Lease") with Assignor; and

WHEREAS, the Lease will expire on January 2, 2009 and the final rental payment under the Lease is payable on January 2, 2009 (the "Payment Date") and;

WHEREAS, upon Assignor's payment to Assignee of the Assigned Rentals on the Payment Date, the parties hereto desire to terminate the Agreement.

NOW, THEREFORE, in consideration of the premises and mutual agreements contained herein, the parties hereto agree as follows:

1. Termination of the Assignment Agreement. Upon Assignee's receipt of the Assigned Rentals on the Payment Date, which represents the final payment due under the Agreement, the Agreement shall automatically and without further action terminate. Further, in connection therewith, the parties agree to take such further action, make such filings and execute such terminations or other documents or agreements as is reasonably required to give effect to, and evidence, such termination.
2. Entire Agreement. This Termination Agreement constitutes the entire agreement between the parties hereto with respect to the matters covered hereby and supersedes all prior agreements and understandings, written or oral, with respect to such matters between the parties.
3. Governing Law. This Termination Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.
4. Counterparts. This Termination Agreement may be executed by the parties hereto in separate counterparts, each of which, shall be an original. This Termination Agreement may initially be delivered by facsimile transmission of the relevant signature pages hereof, but each party agrees to deliver an original copy of its signature to each other party hereto

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Termination Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

WACHOVIA FINANCIAL SERVICES, INC.,
as Assignor

By: Richard F. Seymour
Name: richard F. Seymour
Title: Managing Director

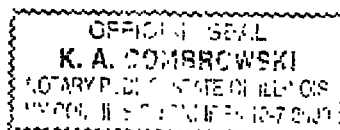
STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

The foregoing Termination Agreement was acknowledged before me, the undersigned Notary Public, this 7th day of January, 2009 by Richard F. Seymour, Managing Director of Wachovia Financial Services, Inc., on behalf of the company.

K. A. Combrovski
Notary Public

My Commission Expires:

10-1-2009



BANK HAPOALIM B.M.

as Assignee

By:

Name:

Title:

Shimon Breidbart
SHAUN BREIDBART

VICE PRESIDENT

BANK HAPOALIM B.M.

as Assignee

By:

Name:

Title:

Frederic S. Becker

Senior Vice President

STATE OF New York

COUNTY OF New York) ss:

The foregoing Termination Agreement was acknowledged before me, the undersigned Notary Public, this 5th day of January, 2009 by Shimon Breidbart, Vice President of Bank Hapoalim B.M., on behalf of the company.

Harold J. Weissler
Notary Public

My Commission Expires:

HAROLD J. WEISSLER
Notary Public, State of New York
No. 31-4712157
Qualified in New York County
Commission Expires Nov. 30, 2010

STATE OF New York

COUNTY OF New York) ss:

The foregoing Termination Agreement was acknowledged before me, the undersigned Notary Public, this 5th day of January, 2009 by Frederic Becker, Senior Vice President of Bank Hapoalim B.M., on behalf of the company.

Harold J. Weissler
Notary Public

My Commission Expires:

HAROLD J. WEISSLER
Notary Public, State of New York
No. 31-4712157
Qualified in New York County
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as Assignor

By: Richard F. Seymour
Name: richard F. Seymour
Title: Managing Director

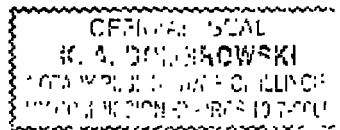
STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

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K. A. Dymkowski
Notary Public

My Commission Expires:

10-1-2011



BANK HAPOALIM B.M.

as Assignee

By:

Name:

Title:

SHAUN BREIDBART

VICE PRESIDENT

BANK HAPOALIM B.M.

as Assignee

By:

Name:

Title:

Frederic S. Becker

Senior Vice President

STATE OF New York)

COUNTY OF New York) ss:

The foregoing Termination Agreement was acknowledged before me, the undersigned Notary Public, this 5th day of January, 2009 by Shaun Breidbart, Vice President of Bank Hapoalim B.M., on behalf of the company.

Harold J. Weissler
Notary Public

My Commission Expires:

HAROLD J. WEISSLER
Notary Public, State of New York
No. 31-4712157
Qualified in New York County
Commission Expires Nov. 30, 2010

STATE OF New York)

COUNTY OF New York) ss:

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Harold J. Weissler
Notary Public

My Commission Expires:

HAROLD J. WEISSLER
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No. 31-4712157
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